

Exhibit A

AGREEMENT

BETWEEN

**ALBANY INTERNATIONAL
APPLETON WIRE DIVISION**

AND

**TEAMSTERS LOCAL NO. 612,
AFFILIATED WITH
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS**

EFFECTIVE

November 15, 2001

through

November 14, 2006

TABLE OF CONTENTS

AGREEMENT	5
ARTICLE I - RECOGNITION	5
ARTICLE II - PURPOSE	6
ARTICLE III - MANAGEMENT OF THE PLANT	7
ARTICLE IV - DISCHARGE OR SUSPENSION	8
ARTICLE V - PLANT RULES	10
ARTICLE VI - SAFETY AND HEALTH	10
ARTICLE VII - STRIKES AND LOCKOUTS	11
ARTICLE VIII - SENIORITY	13
PROBATIONARY EMPLOYEES	13
TEMPORARY LAYOFFS	14
PERMANENT LAYOFFS	14
RECALLS	16
JOB VACANCIES	17
RETURN RIGHTS	20
SENIORITY ROSTERS	21
TEMPORARY TRANSFERS	22
JOB TRANSFERS	22
PERMANENT TRANSFER POLICY	24
ARTICLE IX - HOURS OF WORK AND OVERTIME	25
WORK DAY	25
OVERTIME DISTRIBUTION	25
ARTICLE X - LEAVE OF ABSENCE	28
MILITARY LEAVES	29
UNION LEAVES	29
ARTICLE XI - ATTENDANCE	30
ARTICLE XII - OVERTIME PAY	31
ARTICLE XIII - REPORTING PAY	31
ARTICLE XIV - CALL IN PAY	32
ARTICLE XV - WAGES	32
ARTICLE XVI - GRIEVANCE PROCEDURE	34
DEFINITION	34
STEPS	34
ARTICLE XVII - ARBITRATION	37
ARTICLE XVIII - BULLETIN BOARDS	38

ARTICLE XIX - LEAD PERSON	38
ARTICLE XX - JURY DUTY	39
ARTICLE XXI - FUNERAL LEAVE	40
ARTICLE XXII - BENEFITS	40
ARTICLE XXIII - HOLIDAYS	44
ARTICLE XXIV - VACATIONS	46
ARTICLE XXV - SHIFT PREMIUM	51
ARTICLE XXVI - CHECK OFF	52
ARTICLE XXVII - CREDIT UNION	52
ARTICLE XXVIII - INSPECTION PRIVILEGES	53
ARTICLE XXIX - JOB STEWARDS	53
ARTICLE XXX - NO DISCRIMINATION	54
ARTICLE XXXI - SCOPE OF AGREEMENT	54
ARTICLE XXXII - COMPLETE AGREEMENT	55
ARTICLE XXXIII - TERM OF AGREEMENT	56
ATTACHMENT "A" - WAGES	58
ATTACHMENT "B" - LETTERS OF AGREEMENT	61
ITEM 1 - TRAINING PROGRAM AND FABRIC ASSIGNMENT FOR NAP SEAMING	61
ITEM 2 - MAINTENANCE TRAINEE	61
ITEM 3 - SEAMING SUPPORT TRAINEE	63
ITEM 4 - LOOM OPERATOR TRAINEES	64
ITEM 5 - 2-2-3 SHIFT SCHEDULE	64

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2001, by and between ALBANY INTERNATIONAL, APPLETON WIRE DIVISION, Montgomery, Alabama, 36116, hereinafter called the "Company" and the TEAMSTERS LOCAL UNION 612, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", representing the employees of the bargaining unit as hereinafter defined.

ARTICLE I - RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the unit as hereafter defined for the purpose of collective bargaining and in respect to rates of pay, wages, hours of employment and other conditions of employment as specified in the National Labor Relations Act.

1.02 The bargaining unit shall consist of all employees at the Company's operation, located at its 4521 Troy Highway facility in Montgomery, Alabama, for which the Union is the bargaining representative pursuant to the National Labor Relations Board certification in Case No. 15-RC-5898 which issued June 17, 1976, specifically included:

All production and maintenance employees, including truck drivers, lead persons and the stockroom clerk employed by the Employer at its 4521 Troy Highway facility located in Montgomery, Alabama; excluding office clerical employees, professional employees, guards,

supervisory trainees, and all supervisors as defined in the act.

- 1.03 The term "employee" as used herein shall mean an employee of the Company in its plant described herein, working with the bargaining unit represented by the Union. The use of the male pronoun "he" or "his" shall be deemed to include female employees as well.

ARTICLE II - PURPOSE

- 2.01 It is the general purpose of this Agreement to promote the mutual interest of the Company and its employees and to provide for the fullest extent possible, economy and efficiency of operation, elimination of waste, cleanliness, protection of property, avoidance of interruption to operation and to assist the Company in maintaining a competitive position. Further, in such connection the Union and the employees pledge their full efforts to cooperate with the Company in the achievement of a high level of quality, efficiency and in establishing and maintaining sound working practices throughout the plant.
- 2.02 It is agreed that this written Contract reflects the entire Agreement between the parties. Amendments or classifications of this Agreement mutually agreed upon shall be reduced to writing, attached to, and shall become a part of this Contract, and all parties shall be notified of changes to this Agreement.

- 6 -

ARTICLE III - MANAGEMENT OF THE PLANT

- 3.01 It is understood and agreed that the Company shall have the right to manage and operate its plant in such manner as it sees fit, except to the extent restricted or prohibited by the terms of this Agreement. This right includes, without limitation because of enumeration, the right to make reasonable rules which are not inconsistent with this Labor Agreement; the right of the Company, if they find it necessary, to install new machinery or equipment or to substantially change the existing equipment or methods of production or the products it shall produce. When a change has been made and fully in operation, the Company shall notify the Union of the conditions under which the Company intends for the operations to function, including the rate of pay and/or incentives, the right to subcontract and contract work out for reasons of business economics, to determine what operations the Company may decide to conduct or not to conduct, to move or cease Company operations or any part thereof, to determine the number of employees it shall employ, to determine what the qualifications are that its employees must possess. The parties recognize that these are matters exclusively within the jurisdiction of the Company and are not subject to any Union action or consent.
- 3.02 No team leader or supervisor shall regularly do production or maintenance work in displacement of production workers except for: purposes of instruction, to perform process adjust-

- 7 -

ments, experimental work, to temporarily cover for absentees until proper coverage of a bargaining unit employee can be obtained, or to assist with temporary production or quality difficulties or emergencies.

ARTICLE IV - DISCHARGE OR SUSPENSION

4.01 The employer shall not discharge, suspend or take any other disciplinary action as respects any employee without just cause. In the event it is necessary to discipline an employee for offenses not covered in Section 4.02 below, the employee shall be given at least two (2) warning notices of the same complaint. Any employee who receives a third written warning notice of the same complaint during any twelve (12) months may be discharged. A warning notice shall not remain in effect for a period of more than twelve (12) months from date of said notice. All warning notices, discharges or suspensions must be by proper written notice to the employee and the Union affected. An employee may request an investigation as to his discharge or suspension under the provisions of the Grievance Provision (Article XVI). Should such investigation prove that an injustice has been done to an employee, he shall be reinstated. The arbitrator shall have the authority to order full, partial or no compensation for time lost.

4.02 No warning notice need be given to an employee before he is discharged if the cause of such discharge is gross insubordination, dishonesty, drinking of or under the influence of alcoholic

beverages or narcotics while on duty, or carries or permits the carrying of drugs or narcotics on his person or equipment that is prohibited by state or federal law, or drinking alcoholic beverages on Company property, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, or the failure to report an accident, or leaving the plant without permission, or willful damage or destruction of Company property or equipment, or engaging in unprovoked physical violence while on Company property.

4.03 Except for offenses covered in 4.02 above, any employee may be discharged after receiving any three (3) written current warning notices for dissimilar offenses.

4.04 Warning letters given to employees will be issued within 10 calendar days after the facts become available to the Company and the Union will have 10 calendar days following the issuance of the warning to file a formal, written protest. The only exception being, warnings for attendance which shall be issued within 12 working days following the attendance occurrence. The Union will have 12 working days following the issuance of the attendance warning to file a formal, written protest.

Warning letters will remain in effect for a 12 month period or until such time as they become a part of constructive discipline resulting in suspension or discharge of an employee. At this time, the employee may grieve the warning letters, that have been protested, leading to the dis-

disciplinary action that was taken by the Company. Protest letters written by the Union must be specific in stating the reasons for its written protest of the action taken by the Company and the Union must limit its future use of the protest letter or letters to the reasons stated in the original letter of protest.

ARTICLE V – PLANT RULES

- 5.01 The Company shall have the right to adopt reasonable plant rules which shall become effective when posted, and shall have the right to impose discipline for the violation of such rules. Any employee disciplined for violation of the rules shall have a right to bring a grievance under the Grievance Procedure provided in this Agreement. The Company agrees that where it proposes to change an existing plant rule it will give the Union reasonable advance notice of the change and, upon request of the Union, will discuss the proposed change with the Union and give consideration to the Union's objections, if any, to the proposed changes. It is agreed that at all times employees will observe the rules of the Company and the directions of its supervisors. If an employee feels aggrieved as a result of the rule, or direction, he shall observe the rule and direction and express his grievance through the Grievance Procedure provided in this Agreement.

ARTICLE VI – SAFETY AND HEALTH

- 6.01 The company will continue its interest in, and

make reasonable provisions for, the safety and health of its employees during their hours of employment. The obligation of the Company in this regard shall be to use ordinary care in making such provisions. The Union will cooperate to see that employees comply with such reasonable rules, regulations, and practices as may be prescribed for the purpose of providing safe, sanitary, and healthful working conditions. It is agreed that it is the duty of all employees to observe such safety and health rules as may be in force or hereinafter be made effective in the plant. Employees may be subject to the disciplinary procedures outlined in Article IV for breach of safety and health rules.

- 6.02 A Safety Committee shall be appointed to promote safety and health within the plant.

ARTICLE VII – STRIKES AND LOCKOUTS

- 7.01 The Union agrees that for the full term of this Agreement and any renewal or extension thereof it will at all times cooperate fully with the Company in maintaining a level of production deemed necessary by the Company and to operate an efficient plant, producing a quality product.
- 7.02 The Union agrees not to call, authorize, condone, or support any strike, slow-down, stay-in, or sympathy strike at the Company's operation covered by this Agreement during the life of this Agreement, and agrees not to authorize, condone, or support any interference with production or quality or interference with egress or

ingress to the Company's property.

7.03 In the event that any employee engages in a strike, slow-down, stay-in, sit-down, picketing, or boycott of the Company plant, the Union agrees that upon notification of the existence of such condition it will issue a written statement directed to its members, advising them to return to their jobs, and to cease any action that will adversely affect production, including maintenance and recognition of any picket line. Such notice shall be signed by an authorized representative of the local Union and a copy will be sent to the Company. The Union further agrees that it will promptly take such other action and reasonable steps as may be appropriate in an effort to terminate any such interference with production.

7.04 It is further agreed that if any employee, or employees, violate any provision of this Article, such employee, and those participating with him, may be disciplined up to and including discharge. In administering such discipline, the Company may distinguish between leaders and other participants in unauthorized work stoppage, strike, or slow-down, or interference with production, or interference with egress or ingress to the employer's operation. There shall be no lock-out, provided, however, that neither this provision nor any other provision of this Agreement shall be construed as requiring the Company to stay in continuous operation.

- 12 -

ARTICLE VIII -- SENIORITY

8.01 The Term "Company seniority", as used in this agreement, shall mean the length of continuous service with the Company at its 4521 Troy Highway, Montgomery, Alabama, operation of each employee since his last hiring date.

8.02 When employees' latest dates of hire are on the same day, their seniority shall be governed alphabetically according to their last name (last name first) by which they were employed on their latest date of hire.

8.03 **PROBATIONARY EMPLOYEES.** New employees shall be regarded as probationary employees for six (6) calendar months of active service starting with their date of hire. Upon the completion of such probationary period, the employee shall be credited with a seniority date as of the date of hire. After three (3) months of employment, probationary employees will be placed in the overtime rotation. During the probationary period, the Company shall have the absolute right to lay off, transfer, discipline, or discharge such employee without recourse on the part of the employee or the Union to the Grievance or Arbitration Procedures of this Agreement. The Company shall retain at all times the right to determine the number of employees it shall employ at any time and the qualifications necessary for its jobs. The Company shall be the sole judge of whom it shall hire. Probationary employees shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement.

- 13 -

8.041 **TEMPORARY LAYOFFS.** Layoffs for periods not exceeding three (3) calendar weeks shall be considered temporary layoffs. Whenever possible, employees will be given 48 hours notice of temporary layoff.

8.042 **PERMANENT LAYOFFS.** As between qualified employees who have demonstrated their competence to do the job satisfactorily, layoffs within departments for periods exceeding three (3) calendar weeks shall be by Company seniority by job classification of those within the affected department. Employees cannot volunteer for permanent layoff out of seniority order. Employees will be given five (5) working days notice of permanent layoffs or two (2) days pay in lieu of such notice.

A. In the event of a permanent reduction in force, the Company shall determine the number of positions required by job classification by department.

B. Employees with the lowest Company seniority by job classification, by department, shall be in a reduction in force status.

C. Employees in a reduction in force status may exercise their seniority rights as follows:

1. By bumping employees in any department who have less Company seniority in a job classification which he was previously qualified on a permanent basis.
2. An employee may bump up or down as long as the employee is qualified to perform the job he/she is bumping into.

3. It is understood that job classifications listed below can be bumped by employees in layoff status, regardless of qualifications.

Warper "B"
Building Services
Material Handler
Finishing Table Helper
Heatsetting Table Helper
Warehouseman

An employee must bump if there is a position that the employee can bump to and no voluntary layoffs will be allowed.

4. In the event an employee's seniority will not allow him to bump, the employee shall be in a laid off status.

D. All employees shall be notified in writing, either hand delivered or by certified mail, of a reduction in force or recall.

E. The Company shall maintain a roster of laid off employees and employees shall be recalled on the basis of the most senior employee on layoff being recalled first. Employees refusing recall shall forfeit their job rights and will be terminated.

- 8.043 For purposes of promotions, demotions, layoffs, and recalls, the following departments and job classifications within the department shall be recognized:

WEAVING DEPARTMENT

Loom Technician

Loom Operator
 Loom Operator Trainee
 Loom Set-up
 Warper "A"
 Warper "B"
 Material Handler

MAINTENANCE DEPARTMENT

Electrician "A"
 Maintenance Mechanic "A"
 Building Services
 Maintenance Trainee

PURCHASING

Stock Clerk

TRUCKING

Trucker

FINISHING DEPARTMENT

Finishing Table Head
 Heatsetting Table Head
 Finishing Table Helper
 Heatsetting Table Helper
 Fabric Inspector and Repair

SEAMING DEPARTMENT

Seamer
 Seaming Utility
 Seaming Support
 Seaming Support Trainee

SHIPPING/RECEIVING DEPARTMENT

Shipping/Receiving Lead
 Utility Warehouseman
 Warehouseman

- 8.05 **RECALLS.** Recalls of employees from a temporary layoff as set forth in 8.041 above,

shall be in the discretion of the Company. Recalls of employees by job classification from a permanent layoff as set forth in 8.042 above shall be in reverse order of layoff.

- 8.06 The Company shall have the right, after discussion with the Union, but with the understanding that such discussion does not affect the right of the Company to do so to consolidate jobs, to create new jobs, to create departments or consolidate departments, or to rearrange the jobs or departmental structure of its operation. Employees in such consolidated jobs or departments or who are placed in a new job or new department shall be given credit for their accrued Company seniority in such new or consolidated department.

- 8.071 **JOB VACANCIES.** When a permanent vacancy occurs in a classification (that is, vacancies for which the Company determines it will require a replacement) that vacancy will be posted on the Company bulletin board with the qualifications for the job listed on the job bid posting. Such vacancy will be posted for three (3) working days, Saturdays, Sundays and holidays excluded. The Company may temporarily fill the vacancy at its discretion during the posting period.

- 8.072 Such vacancies may be bid upon in writing by employees on a form approved by the Company and submitted within the three (3) working day posting period. Bids will be accepted from employees on vacation and leave of absence, but the Company will not be required to give notice of vacancy to such employees by any method other than the posting as specified above.

- 8.073 At the expiration of the three (3) working day posting period, the job will be filled from the group of minimum qualified bidders on the basis of seniority. A minimum qualified bidder is one, who at the time of bidding, is qualified by experience or demonstrated ability to fully perform the minimum requirements of the job as defined by the Company. Upon completion of his qualification period, the successful bidder will carry his plant seniority to his new job for all purposes. The qualification period is that time during which an employee proves or disproves his ability to do the job. In the event there is no bidder who is qualified for the job in the judgment of the Company, the Company shall have the right to fill the job by hiring a new employee from the outside. In the event an employee on leave of absence is the successful bidder for such vacancy, as provided herein, he must return to work and accept the job on the first day of the following scheduled work week following the award and notification of the job or it will be awarded to the next bidder who meets the qualifications as set forth herein.
- 8.074 If for any reason the successful bidder does not fill the job, the Company may, without reposting the job, give the job to the next senior qualified employee in the group originally bidding.
- 8.075 There shall be no claim of right to bid, nor shall there be any right to bid on or claim a job on a different machine or machines or on a different job assignment within the same classification on the same shift. The Company shall retain the full

- 18 -

discretion to make assignments of jobs, machines, and places of work within the classification on a shift.

- 8.076 Down bidding will be allowed only with the express written consent of the Company in each individual instance except that down bids to obtain permanent day shifts jobs will be allowed or as otherwise defined in 8.077. A down bid is a bid into a lower classification having a lower hourly rate of pay than the bidding employee. For the purposes of bidding, the top rate of the job classification the employee is bidding on and the top rate of the job the employee is bidding from will be used. For trainee positions, the top rate of the classification the trainee position results in will be used. When down bids are allowed other than to obtain permanent day shift jobs, this bidding shall not be precedent setting. All employees obtaining jobs through down bidding will not be eligible for future bidding for a period of one (1) year from the date of the job award, except to obtain a permanent day shift job.
- 8.077 An employee who is no longer physically able to perform his job because of health problems will be permitted to bid into any job vacancy he can physically perform provided he has the seniority to hold such job. However, nothing shall require the Company to retain in its employ any employee whose physical condition is such that he cannot perform the essential elements of his job in a normal manner without endangering his health or the safety of other employees.

- 19 -

8.078 **RETURN RIGHTS.** Employees accepting transfers and failing to qualify will have the opportunity of returning to their former position without loss of seniority within the specified qualification period. The qualification period shall be sixty (60) actual working days for all job classifications except plastic seaming and loom operator trainees which shall have one-hundred twenty (120) actual working days qualification period. The determination as to whether an employee has qualified or not qualified will be made by the Company.

8.08 An employee's continuous service will be considered terminated and his name removed from the seniority roster if he:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Fails to notify the Company of his intention to return to work from layoff status within three (3) consecutive work days after notification when notified by the Company to return to work in person, or by certified mail, to his last known address on file with the Company, except when his physical condition prevents his return (in which event a doctor's certificate shall be furnished); or fails to return to work within ten (10) days of his notification to return;
- (d) Fails to report to work at the expiration of a leave of absence granted by the Company under Article X hereof;
- (e) Performs no work for the Company as a

result of a layoff during a period equal to his length of continuous service in the plant since his latest hire date or one (1) year, whichever is less;

- (f) Is absent for three (3) or more consecutive days without leave of absence or provided in Article X hereof, or prior written approval by the Department Manager;
- (g) If an employee gives a false reason for a leave of absence or engages in other employment during a leave of absence;
- (h) If a settlement with an employee has been made for total disability;
- (i) Accepts a promotion or transfer outside the bargaining unit for more than one (1) year. During this period the employee will retain but not accrue seniority.
- (j) Is absent for any reason for 36 consecutive months.

8.09 **SENIORITY ROSTERS.** The Company will post the seniority roster on the main bulletin board. This will show the current seniority standing of each employee. A copy of the seniority roster will be furnished the Union. Unless a protest is made as to the seniority roster or the seniority standing of an employee on it within thirty (30) days of the receipt by the Union of the original roster or any subsequent quarterly revision of the roster, then such roster shall conclusively be deemed to be correct. The initial seniority roster shall be posted within thirty (30) days after the signing of this Agreement and

revisions of the seniority roster will be posted at six (6) month intervals thereafter.

- 8.091 **TEMPORARY TRANSFERS.** The Company may make temporary transfer from one job classification to another. Such transfers shall not exceed sixty (60) consecutive working days. When an employee is transferred for the convenience of the Company, he shall receive the rate of the job to which he is transferred or the rate of his regular job, whichever is higher. If the transfer is for the employee's convenience, the employee shall receive the rate of the job to which he is transferred or have the option of going home. However, it is understood the employee forfeits his reporting pay under Article XIII if he elects to go home.

8.092 **JOB TRANSFERS**

A. Definition Terms (Pay Progression)

1. *Fully Qualified*

Someone who previously held a particular job on a permanent basis—(would be paid the full rate of the job on either a temporary [Company convenience] or permanent transfer).

2. *Minimally Qualified*

Has worked in the department or area and has completed, on a temporary transfer basis, the required number of hours but has not held the job permanently—(would be paid his rate plus 25 cents for either temporary [Company convenience] or permanent transfer).

3. *Not Qualified*

Does not have enough exposure to the job to be considered minimally qualified—(would not receive anything above his rate for Company convenience temporary or permanent transfer).

4. The only case where full rate of the job would be paid would be if the employee being transferred had previously held the job on a permanent basis satisfactorily.

5. *Company Convenience*

When a person is removed from his job and is replaced by someone else or the job is left undone.

6. *Employee Convenience*

When his job no longer exists.

An employee accepting permanent assignment to a higher job classification shall carry his respective rate to the new assignment and progression shall be at the rate of 25 cents each three (3) calendar months until he reaches the top of his classification.

It is recognized the final progression increase could be less than 25 cents. Employees accepting permanent assignments to a job classification which has a rate of pay the same or less than the classification he is transferring from shall be paid the appropriate rate of the classification to which he is transferring.

B. PERMANENT TRANSFER POLICY

1. *Fully Qualified*
Will receive full rate of the job.
2. *Minimally Qualified*
Will receive his rate plus 25 cents per hour unless his rate plus 25 cents would exceed the rate of the job. Automatic 25 cents increases every three (3) months thereafter until top rate of the job is reached.
3. *Not Qualified*
Will carry his current rate to the new job with no immediate increase. Will receive 25 cents raises every three (3) months until top rate of job is reached.

PERMANENT & TEMPORARY TRANSFER POLICY				
COMPANY CONVENIENCE			EMPLOYEE CONVENIENCE	
	To Higher Rated Job	To Lower Rated Job	To Higher Rated Job	To Lower Rated Job
1. Qualified (Fully)	Top rate of job	His rate	His rate	Rate of the job
2. Qualified (Min.)	His rate + 25¢ unless 25¢ would cause him to exceed rate of the job	His rate	His rate	Rate of the job
3. Not Qualified	His rate	His rate	His rate	Rate of the job

- 24 -

ARTICLE IX - HOURS OF WORK AND OVERTIME

- 9.01 The provisions of this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days per week, or as a limitation on the Company's right to schedule overtime work or change the work schedule.
- 9.02 **WORK DAY.** The work day begins with the starting time of the shift to which the employee is regularly assigned. The hours of the work day are the twenty-four (24) hour period commencing with the beginning of the employee's shift.
- 9.03 The Company may add or delete the number of shifts and may change the starting time of each shift. The Company may rotate shifts if it so desires. Notice of any such changes will be given by posting at least one week prior to effective date of such changes.
- 9.04 **OVERTIME DISTRIBUTION**
 1. Assign overtime in order of seniority by shift on an equitable basis. Example: If entire department is needed to work, all will be scheduled, but if only three (3) employees are needed, begin offering to employees by shift by seniority with the least number of hours offered. If employee turns down, go to next on list. If required number of employees needed do not want to work, the employee with the least number of hours actually worked must work. If more than one employee is equal with the least number of hours worked, the employee with the least

- 25 -

seniority will be required to work.

Emp. A 16/24	Emp. D 0/24
Emp. B 8/24	Emp. E 24/24
Emp. C 24/24	Emp. F 0/24

Example 1: (Hrs. work/hrs. Avail.) If no one wanted to work and one employee is needed, Employee D may refuse; then Employee F must work.

Example 2: If overtime has been offered and Employees A and C will work, but no one else wants to work and three (3) employees are needed, Employee F must work because he has the least number of hours actually worked.

2. *Temporary Transfers*

If overtime is needed where employee is transferred, employee will be expected to work in that department first. If no overtime is offered and their regular department is working overtime and it is their turn, they may work if they wish to.

3. *Vacation and LOA*

Employees on LOA and vacation will be credited with hours available and hours worked during their absence. Example: 8 hours worked/8 hours available.

4. *Absences*

If an employee is scheduled to work overtime and is absent, he will be credited with "0" hours worked and 8 hours available.

Example: 0 hours worked/8 hours available.

- 26 -

5. New employees or employees coming into the department through job bids or transfers should be credited with an amount of overtime equal to that of the employee in the classification on the shift who has the highest number of hours of recorded overtime.

6. Overtime distribution will be recorded on the overtime chart if overtime is being worked on a voluntary basis or is scheduled.

7. Also, in order for employees who work Monday through Friday to be able to make plans for the weekends, the assignments will be posted by 3:00 p.m. each Wednesday and exceptions made only in case of emergency.

8. Payment for time not worked will not be made, but in the event of incorrect assignment of overtime, corrections will be made in future scheduling of overtime.

9.05 No employee on an eight (8) hour shift schedule shall be required to work continuously for more than thirteen (13) days without having twenty-four (24) hours off duty.

9.051 Employees on an eight (8) hour, Monday through Friday shift schedule shall not be required to work overtime more than three (3) 12-hour shifts in the first five work days of any work week. Employees can still be scheduled for Saturday and Sunday work by the usual posting of overtime each Wednesday.

9.06 When other than eight (8) hour shifts are instituted, the method for handling pay, benefits and other matters affected by such shift or shifts

- 27 -

shall be as agreed to between the parties.

- 9.07 Employees who are continuing their education through the company's educational reimbursement policy will be offered overtime based on the appropriate shift's overtime rotation schedule. It is the responsibility of the employee who is attending school to obtain a shift swap with another qualified employee by mutual agreement. Each employee will assume the position of the person they are swapping with in that person's shift overtime rotation list.

ARTICLE X - LEAVE OF ABSENCE

- 10.01 Any employee desiring a leave of absence from his employment shall secure written permission from the employer. A leave of absence shall be for up to ninety (90) days and may be extended for like periods. Permission for same must be secured from the employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and be terminated. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights for a period of up to two (2) years.
- 10.02 Any employee who fails to return on the day specified as the expiration date of his leave of absence, or the expiration date of an extension granted under this Article, shall be deemed to have quit and shall have no further rights under this Agreement.
- 10.03 Any employee who desires to return to work

prior to the date specified for expiration of his leave of absence may only do so by giving the Company seven (7) days notice prior to the time he wishes to return to work. If the Company can reasonably do so, they will allow him to return to work prior to the end of the seven (7) days notice but shall have no obligation to do so until the end of the seven (7) days notice.

- 10.04 **MILITARY LEAVES.** Military leaves will be handled in accordance with the applicable governmental laws.
- 10.05 Upon return to work following a leave of absence, the employee will be restored to the job he left if it still exists, and if the job does not exist, to a job in the same or lower job classification as his seniority and qualifications would entitle him.
- 10.06 **UNION LEAVES.** The Company agrees to grant time off without pay of not more than any two (2) employees at any one time designated by the Union to attend a convention of the International Union, provided, however, the Company is given sixty (60) days written notice in order that the Company may find a replacement for the employees involved. Time off under this Article shall be limited to the time spent actually attending the convention plus reasonable travel time, but in no event shall the total time exceed fourteen (14) days.
- 10.07 All leaves of absence shall be without pay.
- 10.08 In the event of illness or accident, the Company will continue to pay the Group Insurance

Coverages for twelve (12) months following the month in which the individual became ill or injured.

- 10.09 In the event of layoff, the Company will continue to pay insurance coverage for the month following the month of layoff.

ARTICLE XI -- ATTENDANCE

- 11.01 An employee who finds it necessary to be absent from work shall notify his supervisor thirty (30) minutes prior to the time his scheduled shift begins. Failure to give such notice will subject the employee to discipline or discharge. In the event an employee claims he was unable to notify his supervisor thirty (30) minutes before his next regular shift, as provided above, in order to avoid discipline or discharge, he shall present proof that such failure was due to a genuine emergency beyond his control and that he notified the Company as soon as it was physically possible for him to do so. (The burden of proving such emergency and of having notification at the earliest possible time shall, at all times, be upon the employee.) All employees are expected to work regularly. Employees who are excessively or chronically absent will be subject to discipline or discharge.
- 11.02 There will be a perfect attendance award of a one hundred dollar (\$100) Wal-Mart Card or a Savings Bond for perfect attendance during a calendar year commencing with the year beginning January 1, 2002.

- 30 -

ARTICLE XII -- OVERTIME PAY

- 12.01 Time and one-half will be paid for all work in excess of forty (40) hours in one week and eight (8) hours in one day.

Work performed from 11:00 p.m. Saturday to 11:00 p.m. Sunday will be considered Sunday work and paid for at double time. All work performed on Saturday, excluding that done by employees on four shift schedules, will be paid for at time and one-half. For purposes of calculating overtime pay, the normal work week will commence at 7:00 a.m. Monday, again with the exception of jobs on three shifts whose normal work week begins at 11:00 p.m. Sunday.

There will be no pyramiding, compounding, or duplication of overtime or premium pay.

ARTICLE XIII -- REPORTING PAY

- 13.01 Any employee who has not been notified at least two (2) hours prior to the beginning of his shift that his services will not be required on his shift and who nevertheless reports on time for his work and is not required to work or is given less than four (4) hours of consecutive work during his shift, shall be paid a minimum of four (4) hours pay, unless such employee quits, is discharged or suspended for cause, or voluntarily seeks time off, or is laid off by reason of a work stoppage or an emergency forced close down of the plant or his job beyond the control of the Company (such as major machinery breakdown, fire, flood, power failure, or other Act of God, or inability to provide employment due to the absenteeism of

- 31 -

other employees who are absent without leave of absence as provided for in this Agreement). In any event, the employee must accept any work offered for such four (4) hour period. Such employee's rate for such four (4) hours work shall not be less than his regular job or the rate of the assigned job, whichever is higher.

ARTICLE XIV - CALL IN PAY

- 14.01 Employees called in for work outside of their regular shift shall be paid four (4) hours overtime pay or for the time worked, whichever is greater. This provision does not apply to an employee who is called in before the start of his regular shift or held after his regular shift.

ARTICLE XV - WAGES

- 15.01 Employees shall be paid in accordance with the provisions of the wage attachment attached to and made a part of this contract. (See Attachment "A"). Employees will be paid on a weekly basis. Employees shall have until January 1, 2002 to elect or reject direct deposit. All employees using direct deposit on January 1, 2002 will remain in direct deposit for the term of the Agreement. Pay for new employees will be through direct deposit to the account(s) chosen by the employee.
- 15.02 The Company shall have the right to determine which jobs shall be paid on an incentive or bonus basis. In the event the Company determines that jobs which are not designated as incentive jobs in this Agreement shall be made incentive jobs, the

following procedure shall apply:

An equitable base rate shall be established and an incentive plan shall be developed in accordance with commonly accepted industrial engineering principles. Such incentive plan or plans shall be designed to produce an incentive earnings opportunity of a maximum of 35% above the base rate which represents an 83.3% performance. 100% represents a normal incentive performance which will produce an incentive earnings opportunity of 20%.

In the event that changes occur in equipment, products, raw materials or methods, the Company shall determine if such change or changes have a significant effect on the incentive plan applicable. If a significant change does occur, then adjustments shall be made as indicated by studies of the job made in accordance with commonly accepted industrial engineering principles.

Any new incentive or bonus plan or any significant change to an incentive or bonus plan which is not included in this Agreement shall not be subject to the Grievance and Arbitration procedures until the plan or change has been in effect for a trial period of at least sixty (60) calendar days.

Should it become necessary to determine through arbitration whether a new bonus incentive plan, or change to an incentive or bonus plan, meets the foregoing requirements, such determination shall be made by the arbitrator on the basis of the above mentioned principles. It is further agreed that the arbitrator shall be a qualified industrial engineer.

If the Company establishes a new incentive or bonus plan or makes a significant change in an existing plan, it will notify the Union of such plan or change prior to its being put into effect for the purposes of discussion and explanation of the plan or change.

ARTICLE XVI - GRIEVANCE PROCEDURE

When an employee or a group of employees has problems or questions in connection with their jobs or growing out of their employment relationship with the Company, they shall first take the matter up with their Team Leader. If the problem cannot be worked out, then the matter may be handled through the following grievance procedure:

- 16.01 **DEFINITION.** A grievance is defined as a dispute by an employee, group of employees or the Union concerning the application or interpretation of this Agreement. The grievance shall contain a clear and concise statement of the alleged difference, the Section(s) of the Agreement alleged to have been violated, and the relief sought.

- 16.02 Grievances shall be handled in the following manner:

Step 1. When an employee has a grievance, the effected employee has the option of taking the matter up directly with his Group Leader or of calling in the Local Union designated Job Steward. The grievance shall be presented in writing to the Group Leader within five (5) working days after the facts upon which the dif-

ference is based first occur or become known to the employee or steward. The Group Leader shall meet with the steward and the affected employee and shall give his answer to the grievance within five (5) working days after the date the grievance was presented to him.

Step 2. If the grievance is not settled in Step 1, the Local Union designated Job Steward may appeal it by giving notice in writing of such appeal to the Human Resources Manager or designate within five (5) working days of receipt of the Group Leader's Step 1 answer. The Human Resources Manager shall meet with the Local Union designated Job Steward(s) and the affected employee and shall give his written answer to the grievance within five (5) working days of the date he received written notice of the appeal of the grievance.

Step 3. If the grievance is not settled in Step 2, it may be appealed by the Local Union designated Job Steward or the Local Union Representative by giving written notice to the Plant Manager or designate of such appeal within seven (7) working days of receipt of the Step 2 answer. The Plant Manager shall meet with the Local Union Representative and the Local Union designated Job Steward and shall give his answer in writing within seven (7) working days after receipt of written notice of the appeal to the third step of the grievance procedure.

Step 4. If the grievance is not settled in Step 3, it may be appealed to arbitration by the Local Union designated Job Steward and the Local

Union Representative by written notice of such appeal given to the Plant Manager, or his designate, within ten (10) days of receipt of this Step 3 answer.

- 16.03 The parties agree to follow each of the foregoing steps in the processing of a grievance. Time limits may be extended only by mutual agreement of the parties. The failure of the Union to meet a time limit set out in this article shall be an abandonment of the grievance by the Union. A failure by the Company to meet any of the time limits set out in this Article shall automatically advance the grievance to the next step of the grievance procedure.
- 16.04 A discharged employee may appeal to the Local Union designated Job Steward within three (3) working days after discharge. If said Local Job Steward, after proper investigations, feels that the employee was unjustly dealt with, the matter shall be processed beginning at Step 2. In cases of discharge for cause, the Company shall notify the Union of the action taken within twenty-four (24) hours thereafter.
- 16.05 Both the Company and the Union recognize that under the provision of the Labor Management Relations Act (Taft-Hartley Act), the Union is the exclusive bargaining agent of the Company's employees as is specified in Article I of this Contract. Therefore, as is required by federal law, the Company recognizes that only authorized representatives of the Local Union may file and pursue grievances alleging violations of this Agreement, and that the Local

Union is the sole and exclusive representative at each stage of the grievance machinery.

ARTICLE XVII - ARBITRATION

- 17.01 When a grievance is appealed to arbitration, in accordance with the grievance procedure above, the Step 3 representatives shall meet in an attempt to select an arbitrator. Failing to do so, either party shall ask the Federal Mediation and Conciliation Service to submit to them a list of five (5) qualified arbitrators. The Company and the Union Representative shall determine by lot the order of elimination and therefore shall, in that order, alternately strike from the list two names each and the fifth and remaining name shall become the Arbitrator.
- 17.02 The Arbitrator shall meet and shall conduct a hearing and receive testimony relating to the dispute and after a full hearing shall submit his findings and decision within thirty (30) days exclusive of Sundays and holidays, which findings and decision shall be binding on both parties to this Agreement.
- 17.03 It is understood that the function of the Arbitrator shall be to interpret and to apply this Agreement and that the Arbitrator shall have no power to extend the duration thereof, or to add terms of provisions thereto, nor to modify or change any wage rate contained in this Agreement. Those rights reserved to management under Article III (Management Rights) are specifically excluded from arbitration.
- 17.04 The parties shall bear the cost of presenting their

own case to the arbitrators. The parties shall equally share the costs of the arbitrator.

- 17.05 Unless the parties agree otherwise, each grievance shall be a separate matter. Grievances involving more than one employee or multiple grievances arising out of the same circumstances or set of facts may be treated as one grievance for the purpose of resolving the matter.

ARTICLE XVIII – BULLETIN BOARDS

- 18.01 Union notices stating the time and place of Union meetings, Union elections, results of Union elections and appointments, Union social affairs, and Union dues may be posted upon bulletin boards provided for this purpose by the Company and located by the time clock. No notice shall contain political, controversial or advertising matter or any matter reflecting upon the Company, the Union, or any employees. Notices which conform to the above requirements will be promptly approved.

ARTICLE XIX – LEAD PERSON

- 19.01 To promote the greatest amount of efficiency, the Company shall employ lead persons where necessary. Lead persons shall be part of and work in the production group. The selection of lead persons is a Company function. A lead person heads and directs the work of a department as directed by the supervisor in addition to performing such operating duties as may be assigned. Their responsibilities do not include the authority to hire, discharge, or to recommend hiring or dis-

charging employees, nor do they have the authority to administer disciplinary action.

(Attachment A)

Lead persons will receive lead pay only when they are directed to perform lead work by a duly authorized representative of management.

ARTICLE XX – JURY DUTY

- 20.01 If an employee receives a summons to report for jury duty, he must present the summons to his immediate supervisor during the next day of scheduled work after receiving the summons. The employee and the supervisor must then discuss the details of the situation ahead of time, including date and time of jury duty, work schedule/shifts, expectations of work obligations, method and frequency of communications, etc... The employee shall be excused from his employment for the day or days required of him in serving as a juror in any court created by the Constitution of the United States or of the State of Alabama or the laws of the United States or of the State of Alabama. The employee is expected and required to notify the Company each day about the employee's jury status. This communication will allow for proper work scheduling and coverage to be planned. Upon completion of the period of jury duty and the subsequent return to work, the employee must bring a receipt showing the daily fee of compensation received for serving on the jury. The employee will be paid at straight time for any regularly scheduled hours missed from work due to jury duty.

ARTICLE XXI – FUNERAL LEAVE

- 21.01 In case of death in the immediate family (spouse, children, grandchildren, mother, father or step-parent in lieu of blood parent, sister or brother, mother-in-law, father-in-law, grandparents), employees will be allowed time off with pay to attend the funeral beginning with the date of death to and including the day following the funeral, not to exceed three (3) scheduled working days. Employees shall be paid at the employee's hourly rate of eight (8) hours per day.

In the event of the absence from work of an employee because of the death of a brother-in-law, sister-in-law, aunt, uncle, or spouse's grandparent, the Company will grant a paid leave of absence for one (1) day for scheduled working time lost specifically to attend the funeral.

- 21.02 This leave of absence shall be paid at the employee's regular straight time hourly rate and shall not be paid for those days on which an employee is laid off, on vacation, on sick leave, on Workmen's Compensation, leave of absence or where a paid holiday falls.

ARTICLE XXII – BENEFITS**22.01 Insurance, Pension and Investment Plans**

The substantive terms of the Pension Plus, Prosperity Plus, Life Insurance and Health/Dental Plans are governed by the Plan documents. The bargaining rights of the parties during the term of this contract, following expiration of this contract, and during the terms of subsequent contracts is governed independently

by the side letter of agreement incorporated herein as though set forth, executed this date between the parties and entitled "Waiver of Bargaining Rights Concerning Substantive Terms of Pension Plus, Prosperity Plus, Life Insurance and Health/Dental Plans".

22.02 BENEFITS SUMMARY CHART

(see chart pages 42-43)

- 22.03 The current Albany International Long Term Disability Plan will be implemented beginning 11/15/96 and continue in force under the "Waiver" referenced in 22.01 above.

- 22.04 It is agreed and understood that the Company assumes no obligation under the insurance program other than to provide a policy providing the benefits provided and to pay its share of the premiums. The insurance company shall be solely responsible for determining when and how much liability arises out of any of the benefits herein provided for and providing the conditions of eligibility for such benefits, and the Company shall not be responsible or liable in any amount where the insurance company rejects or refuses to pay all of or any part of the claims nor shall a dispute arising over the failure of the insurance company to honor a claim for any reason other than a non-payment of premiums, be subject to review under the grievance provision of this Agreement.

BENEFITS SUMMARY CHART

BENEFIT	1ST YEAR	2ND YEAR
Pension	Pension Plus	Pension Plus
Retiree Health & Dental Insurance Coverage	Yes	Yes
Retiree Life Insurance	40% of Ending Base Salary	40% of Ending Base Salary
Active Employee Health & Dental Insurance Coverage	Yes	Yes
Active Employee Life Insurance	2 Times Base Salary	2 Times Base Salary
AD&D	1 Times Base Salary	1 Times Base Salary
401K Investment Plan	Prosperity Plus	Prosperity Plus
Sick & Accident	\$300/week	\$315/week

- 42 -

BENEFITS SUMMARY CHART (continued)

3RD YEAR	4TH YEAR	5TH YEAR
Pension Plus	Pension Plus	Pension Plus
Yes	Yes	Yes
40% of Ending Base Salary	40% of Ending Base Salary	40% of Ending Base Salary
Yes	Yes	Yes
2 Times Base Salary	2 Times Base Salary	2 Times Base Salary
1 Times Base Salary	1 Times Base Salary	1 Times Base Salary
Prosperity Plus	Prosperity Plus	Prosperity Plus
\$330/week	\$345/week	\$360/week

- 43 -

- 22.05 Should any Federal or State, Social Security, Health or other social insurance enactment become law during the life of this Agreement which provides benefits paralleling any of those contained under the Company's group insurance policy in effect and imposing the cost thereof, either in whole or in part upon the Company, then to that extent only shall such paralleling benefit or benefits provided in the policy of insurance become inoperative and the Company shall be relieved of the cost thereof in order to avoid duplication of the insurance cost.

ARTICLE XXIII - HOLIDAYS

- 23.01 The Company agrees to recognize the following holidays as paid holidays:
 New Year's Eve
 New Year's Day
 Memorial Day
 Labor Day
 Thanksgiving Day
 Day Following Thanksgiving
 Christmas Eve
 Christmas Day
 Christmas Shutdown Holidays
 Floating Holiday #1
 Floating Holiday #2
 Floating Holiday #3
- 23.02 Any employee who has completed at least thirty (30) calendar days of his employment prior to the holiday and who has worked all of his last scheduled work day preceding and all of his first scheduled work day succeeding the holiday

shall be entitled to holiday pay for such holiday even though no work is performed. The requirement that employees work the day before and the day after the holiday shall be without exception unless excused in writing by the Company. Holiday pay shall consist of eight (8) hours at the employee's straight time hourly wage rate exclusive of shift and overtime premiums.

- 23.03 Any hours worked on the holiday will be paid for at double time plus any holiday pay the employee may be entitled to under section 23.02.
- 23.04 If the employee is scheduled and agrees to work on said holiday and fails to do so, he shall not be eligible for said holiday pay.
- 23.05 An employee who has performed no work for the Company during the week in which the holiday falls, as a result of a leave-of-absence or lay-off, shall not be entitled to holiday pay. The only exception to this will be an employee who is on sick leave, confirmed by a doctor's excuse, and the holiday or holidays fall within the first 30 days of absence by the employee. This exception does not cover the Christmas/New Year's multi-holiday period, but is confined to Memorial Day, Labor Day, Thanksgiving Day and the day after Thanksgiving.
- 23.06 If any of the above holidays fall on Saturday, it shall be observed on the preceding Friday. If any of the above holidays fall on Sunday, it shall be observed on the following Monday.
- 23.07 For the purpose of computing overtime hours, a

holiday which falls within the employee's first forty (40) hours of work in a week shall be counted as time worked unless the employee was requested to work on a holiday and failed to do so.

- 23.08 If a holiday falls within an employee's vacation period, such holiday shall be considered as part of the vacation period and the employee shall receive his full vacation pay in addition to his holiday pay. He shall not be entitled to an additional day off for the holiday.

ARTICLE XXIV - VACATIONS

- 24.01 The length of vacation will be related to the length of service with the company. Except for new employees, an employee must have worked for the company at least six calendar months during the previous calendar year and meet the following requirements to be eligible for vacation. The vacation allowance is as follows:

<i>Years of Service</i>	<i>Vacation</i>
6 Mos.	1 week
1	2 weeks
5	3 weeks
15	4 weeks
20	5 weeks
31	5 weeks + 1 day
32	5 weeks + 2 days
33	5 weeks + 3 days
34	5 weeks + 4 days
35	6 weeks

- 46 -

- 24.02 Employees reaching their 1st, 5th, 15th and 20th years of service will be eligible for their extra week of vacation after their anniversary date. A new employee will become eligible for a vacation week after his first six months of employment. Any employee who terminates prior to March 1, will not be eligible for his vacation for that calendar year. However, employees who retire between January 1, and March 1, shall receive the vacation they are entitled to in the current year.

- 24.03 Vacations must be taken within the calendar year (January through December) that they are earned, or be lost. Eligible employees are expected to take their earned vacation of up to two weeks. However, if production schedules require it, the Company may, by mutual agreement, require any employee to work the remainder of his vacation time for which he will be paid in addition to his vacation pay.

- 24.04 Vacation pay for one week of vacation will be calculated by dividing the previous year's gross earnings by 52. If an employee did not work the full 52 weeks of the previous year but is still eligible for vacation, gross earnings will be divided by the number of weeks he has worked. Vacation pay checks will only be distributed at the time vacation is taken or if employee is required to work in lieu of vacation (to satisfy production schedules), at that time. Employees due up to two (2) weeks vacation must schedule a period by March 31, of that year. Those employees due more than two (2) weeks must

- 47 -

schedule two (2) weeks by March 31, and the balance due by May 31. Conflicts among employees' schedules during the normal scheduling periods (March 31, May 31) shall be resolved on the basis of seniority. After May 31st, vacation will be scheduled on a first come first served basis.

- 24.05 Vacation pay for more than one week of vacation will be multiples of the one week calculation. Employees wishing to receive several separate weekly vacation paychecks prior to going on vacation must notify the Company at least one (1) week in advance for each weekly paycheck sought by the employee. For example, an employee wishing three (3) weeks separate vacation checks must notify the Company at least four (4) weeks prior to the start of his or her vacation period.
- 24.06 For the purposes of plant planned maintenance, the Company may close the plant each year during the life of the Labor Agreement during the week of July 4. By March 31 of each year, the Company will determine what maintenance work needs to be done and whether or not a July 4th shutdown week is necessary. If the shutdown is necessary, the Company will, by March 31, decide how many employees are needed within the various classifications to perform the work. The work will be offered within the appropriate classification(s) beginning with the most senior person and continuing in order of seniority. If enough employees within the classification do not agree to work, then the Company will sched-

ule the number of employees needed, beginning with the least senior person in the classification. This employee scheduling and proper notification to the employees will be completed by March 31.

All employees not working during the week of July 4, will take one week of vacation during the shutdown. Those employees scheduled to work the maintenance shutdown will be allowed, within their departmental vacation guidelines, to take the week of vacation at another time, provided they work at least five (5) full days during the shutdown. July 4th is not recognized as a holiday during the shutdown week. However, those employees scheduled to work may take July 4th off as an uncounted occurrence as long as they work five (5) full days during the shutdown week. Any employee who works during the shutdown will receive pay for the time worked based on normal pay procedures.

Employees with less than one (1) year of service who do not work during the shutdown will also take vacation time that week. If they later qualify for a week of vacation during that calendar year, they will receive their vacation check at that time, but not additional time off.

- 24.07 The vacation week shall commence at the beginning of the employee's normal work week as defined in 12.01 and run for seven (7) consecutive days unless requested otherwise by the employee and approved by the Company. An employee with two (2) weeks of vacation per

year may split one (1) week of vacation, or take one (1) week of vacation one day at a time. An employee with three (3) weeks of vacation per year may take one split week of vacation and one week of vacation one day at a time, or two (2) weeks of vacation one day at a time. An employee with four (4) or more weeks of vacation per year may take one split week of vacation and two (2) weeks of one day at a time vacation, or three (3) weeks of one day at a time vacation. Split weeks must run for seven (7) consecutive days.

24.08 Vacation one day at a time is governed by the following guidelines.

1. In each case the Company will be given advance notice of at least twenty-four (24) hours on the appropriate form.
2. One day at a time vacation will be granted within departmental guidelines provided operating requirements allow.
3. Each week of vacation used one day at a time translates into five (5) eight hour days for employees on eight (8) hour shifts. For employees on twelve (12) hour shifts, the first week of one day at a time vacation will equal three (3) 12 hour days, and the second week will equal four (4) 12 hour days.
4. Full week vacation requests will supersede all partial weeks of vacation requests.
5. One day at a time vacation may be used in blocks of one (1) to four (4) days per week as available.

- 50 -

6. No one day at a time vacations will be allowed after November 15 of each year.
7. Employees who have not taken all of their allowed one day at a time vacations will be paid in the last paycheck of the year by the Company for the balance not used.
8. Pay for a vacation day shall be computed by dividing the one week's vacation amount by five (5) for eight hour shifts or by three (3) or four (4), depending on the number of weeks used on twelve hour shifts, and will be paid in the follow week's paycheck.
9. Requests will be scheduled on a first come, first serve basis.
10. The permanent, written record of each request maintained in each department will be the basis for resolving all questions and conflicts.

ARTICLE XXV - SHIFT PREMIUM

- 25.01 Employees on eight (8) hour shifts working on the second shift shall receive twenty (20) cents per hour for each hour worked in addition to their regular rate of pay. Employees on eight (8) hour shifts working on the third shift shall receive thirty-five (35) cents per hour for each hour worked in addition to their regular rate of pay. There is no shift differential for employees on eight (8) hour shifts working on the first shift.
- 25.02 Any employee assigned to the first shift who works beyond his regular scheduled working hours shall receive the premium for the second

- 51 -

shift for those hours actually worked during the second shift. Any employee assigned to the second shift who is scheduled to work beyond his regular scheduled working hours shall receive the premium for the third shift for those hours actually worked during the third shift. Any employee assigned to the third shift who is scheduled to work beyond his regular scheduled working hours shall not receive any premium for those hours actually worked during the first shift. This paragraph applies only to employees on an eight (8) hour shift.

ARTICLE XXVI – CHECK OFF

- 26.01 The Company agrees to deduct from the wages of the first pay period of the month of all employees covered by this Agreement the Union dues of Local 612 and further agrees to remit all such deductions to said Local Union prior to the 20th of the month for which the deductions are made. The Company will make deductions in the amounts certified to the Company as being due by the Union from month to month. The Union will save the Company harmless against any claims arising out of the Company's deductions of dues in accordance with these provisions.

ARTICLE XXVII – CREDIT UNION

- 27.01 Appleton Wire-Montgomery employees will be eligible for membership in the Maxwell-Gunter Credit Union. Payroll deduction will be offered to all employees desiring it.

- 52 -

ARTICLE XXVIII – INSPECTION PRIVILEGES

- 28.01 Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule, and provided that he checks in at the front office and obtains permission.

ARTICLE XXIX – JOB STEWARDS

- 29.01 The Company recognizes the right of the Local Union to designate Job Stewards from the Company's seniority list. The authority of a Job Steward so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
 - (b) The transmission of such messages and information to employees which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - 1) have been reduced to writing; or
 - 2) (a) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusals to handle goods, or any improper interference with the Company's operations; and (b) their

- 53 -

delivery does not interfere or interrupt the work of the Steward or the recipient.

ARTICLE XXX – NO DISCRIMINATION

30.01 It is agreed that neither the Union nor the Company shall discriminate against any employee because of race, color, creed, sex, age, national origin, union membership or lack thereof.

Both parties specifically acknowledge that the Rehabilitation Act of 1973 as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended and the Americans with Disabilities Act are applicable to the parties and they agree to cooperate in complying with these laws.

ARTICLE XXXI – SCOPE OF AGREEMENT

31.01 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, and together with any letters of understanding executed concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Company and the Union freely agree that during the period of this Agreement, neither party shall be obligated to bargain with respect to, nor shall the Company be bound to, any mat-

ter or subject not covered or referred to in this Agreement and except for the specific provisions of this Agreement there are no other agreements between the parties either expressed or implied.

31.02 The waiver or forbearance of any breach or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all forms and conditions herein.

31.03 Any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application beyond the terms and conditions of this Agreement or any renewal thereof or in any plant in which the Company may be interested at any location other than the location of the plant here involved.

ARTICLE XXXII – COMPLETE AGREEMENT

32.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to,

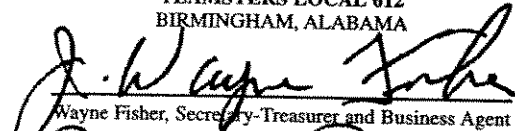
or covered in this Agreement (except as provided for in 9.06 and Attachment "A" - Wages, having to do with the negotiations regarding wage rates for new jobs established during the term of this Agreement), or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- 32.02 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

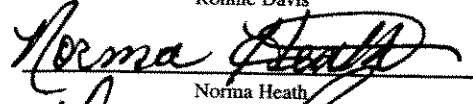
ARTICLE XXXIII - TERM OF AGREEMENT

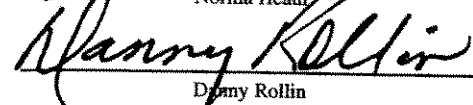
- 33.01 This Agreement shall be effective November 15, 2001, and shall continue in full force and effect through November 14, 2006, and from year to year thereafter unless either party gives written notice of its intention to modify or terminate the Agreement, which notice must be mailed to the other party at least sixty (60) days prior to any termination date under this Article.

NEGOTIATING COMMITTEE
TEAMSTERS LOCAL 612
BIRMINGHAM, ALABAMA

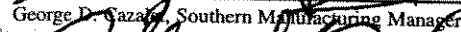

Wayne Fisher, Secretary-Treasurer and Business Agent


Ronnie Davis


Norma Heath


Danny Rollin

ALBANY INTERNATIONAL CORPORATION
APPLETON WIRE-MONTGOMERY


George D. Sazak, Southern Manufacturing Manager


Jeff C. Johnson, Production Manager


Ted Bryant, Human Resources Manager

ATTACHMENT "A" — WAGES

The following rates of pay shall be effective on dates indicated

GROUP	CLASSIFICATION	Nov. 15, 2001	Nov. 15, 2002	Nov. 15, 2003	Nov. 15, 2004	Nov. 15, 2005
A.	Loom Operator	\$19.96	\$20.55	\$21.16	\$21.79	\$22.44
	Loom Technician	19.96	20.55	21.16	21.79	22.44
	Electrician "A"	19.71	20.30	21.16	21.79	22.44
	Maintenance Mechanic "A"	19.71	20.30	21.16	21.79	22.44
II	Seaming Support	\$19.46	\$20.05	\$20.91	\$21.54	\$22.19
III	Finishing Table Head	\$19.22	\$19.81	\$20.42	\$21.05	\$21.70
	Heatsetting Table Head	19.22	19.81	20.42	21.05	21.70
	Fabric Inspector and Repair	19.22	19.81	20.42	21.05	21.70
IV	Loom Set-Up	\$18.72	\$19.31	\$19.92	\$20.55	\$21.20
V	Shipping/Receiving Lead	\$18.47	\$19.06	\$19.67	\$20.30	\$20.95
	Warper "A"	18.47	19.06	19.67	20.30	20.95
	Loom Operator Trainee	18.47	19.06	19.67	20.30	20.95
VI	Seamer	\$18.39	\$18.98	\$19.59	\$20.22	\$20.87
	Seaming Utility	18.39	18.98	19.59	20.22	20.87
	Warper "B"	18.39	18.98	19.59	20.22	20.87
VII	Trucker	\$18.22	\$18.81	\$19.42	\$20.05	\$20.70

- 58 -

ATTACHMENT "A" — WAGES (continued)

The following rates of pay shall be effective on dates indicated

GROUP	CLASSIFICATION	Nov. 15, 2001	Nov. 15, 2002	Nov. 15, 2003	Nov. 15, 2004	Nov. 15, 2005
A.	Finishing Table Helper	\$18.13	\$18.72	\$19.33	\$19.96	\$20.61
	Heatsetting Table Helper	18.13	18.72	19.33	19.96	20.61
IX	Utility Warehouseman	\$17.57	\$18.16	\$18.77	\$19.40	\$20.05
	Material Handler	17.57	18.16	18.77	19.40	20.05
	Building Services	17.57	18.16	18.77	19.40	20.05
	Stock Clerk	17.57	18.16	18.77	19.40	20.05
	Warehouseman	17.57	18.16	18.77	19.40	20.05
X	Maintenance Trainee	\$17.22	\$17.81	\$18.42	\$19.05	\$19.70
	Seaming Support Trainee	17.22	17.81	18.42	19.05	19.70
B.	Lead Person Rate					
	Temporary lead persons will be paid an additional \$.50/hour for each hour worked as a lead person					
C.	New Employee					
	New employee starting rate shall not be less than \$6.00 per hour. Progression shall be at the rate of at least 25 cents per hour each three (3) calendar months until the rate of the job classification is reached.					
D.	Truck Drivers	\$18.22	\$18.81	\$19.42	\$20.05	\$20.70
	Dock and Waiting Time	\$327	\$337	\$348	\$359	\$370
	Mileage Rate	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Return Box Allowance Each					

- 59 -

TRIP ASSIGNMENTS

- (1) When two drivers are in one truck on Saturday and Sunday, the maximum Saturday and Sunday driving will be increased to 20 hours (10 hours for each driver).
- (2) Stops will be paid at three (3) hours each, times the current hourly rate.
- (3) Stops and mileage Saturday will be paid at 1-1/2 pay. Stops and mileage on Sunday will be paid at two (2) times pay.
- (4) The mileage rate for two drivers driving one truck will be computed at 1-3/4 pay and split equally between the two drivers.
- (5) When two drivers are driving one truck, they will both receive full pay for stops, and also receive pay for empty returns.
- (6) Expenses, including meals, lodging and uniforms, will be paid.
- (7) Emergency drivers only. When a warehouseman or other person normally working in our manufacturing plant is asked to make an emergency run, he will be allowed to go home to get his clothes, etc., and remain on the time clock for a reasonable amount of time, to get prepared for the trip. Except for the above, the pay for emergency drivers will be the same as for a permanent driver.
- (8) If drivers are required to work in the plant, they will be paid their dock rate per hour. Drivers will not be required to work in the plant on day of scheduled trip.

- 60 -

LAYOVER

Where a driver is required to layover away from home, layover pay shall commence following the 12th hour after the driver is instructed that he will be put to bed and he shall be paid for the next succeeding eight (8) hour period. If required to layover more than twenty-four (24) hours, the same formula of pay shall apply to each succeeding layover.

BREAKDOWN-IMPASSABLE HIGHWAY

On breakdown or impassable highway, driver shall be paid for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period.

ATTACHMENT "B"**Letters of Agreement**

The following letters of agreement supersede and have precedence over the Agreement.

Item 1 - Training Program and Fabric Assignment for NAP Seaming

The Company will establish and maintain a training program for NAP Seaming. For all fabrics and machines to be equitably assigned, operators will be required to be trained on all styles and machines.

Item 2 - Maintenance Trainee

The Company may, at its option, establish a position of Maintenance Trainee.

- 61 -

When established, this position will be used to train Maintenance Mechanic "A"s. A formal training program, utilizing on-the-job, correspondence, and other such training or outside courses, as the Company deems necessary, will be formulated by the Company (The cost of the training materials will be paid by the Company).

Maintenance Trainees will be required to make continuous and acceptable progress by the Company.

For satisfactory performance, the Company will adjust the individual Maintenance Trainee's wage scale upward by \$.40/hr. at the end of each 6 month period. If a Maintenance Trainee should fail to qualify within his first three months, he will have the opportunity of returning to his former position without loss of seniority. If after three months a Maintenance Trainee is disqualified because of unsatisfactory progress, the trainee must bump to wherever his qualifications will take him in the plant.

The Maintenance Trainee will not be in the "bumpable" group (paragraph 8.042C-3) after being in the program 3 months.

Once an employee has completed the training program, he will not be eligible to bid to another job for a period of three years, except to obtain a day shift job.

The position of Maintenance Mechanic "B" will continue only as long as those presently in the position hold them.

The Company will fill openings in the Maintenance Department from qualified bidders or outside applicants as appropriate according to this Agreement, at the top Maintenance Mechanic "A" and

Electrician "A" positions or the bottom Maintenance Trainee positions only.

Item 3 Seaming Support Trainee

The Company may, at its option, establish a position of Seaming Support Trainee.

When established, this position will be used to train Seaming Support personnel. A formal training program, utilizing on-the-job, correspondence, and other such training or outside courses, as the Company deems necessary, will be formulated by the Company (The cost of the training materials will be paid by the Company).

Seaming Support Trainees will be required to make continuous and acceptable progress by the Company. For satisfactory performance, the company will adjust the individual Maintenance Trainee's wage scale upward by \$.35/hr. at the end of each 6 month period. If a Seaming Support Trainee should fail to qualify within his first three months, he will have the opportunity of returning to his former position without loss of seniority. If after three months a Seaming Support Trainee is disqualified because of unsatisfactory progress, the trainee must bump to wherever his qualifications will take him in the plant.

The Seaming Support Trainee will not be in the "bumpable" group (paragraph 8.042C-3) after being in the program 3 months.

Once an employee has completed the training program, he will not be eligible to bid to another job for a period of three years, except to obtain a day shift job.

Item 4 - Loom Operator Trainee

The training period for Loom Operator Trainees shall be 1040 hours of actual work performed in that classification. During the 1040 hour training period, the rate of pay for a Loom Operator Trainee will be increased proportionately in relation to the rate of pay for a Loom Operator. This will be done in increments after actual hours of work are performed as a Loom Operator Trainee (520 hours, 1040 hours). Upon the satisfactory completion of the training period, Loom Operator Trainees will automatically be classified as Loom Operators and, as outlined above, will immediately receive the Loom Operator's rate of pay.

Loom Operator Trainees will be expected to make satisfactory and continuous progress in whatever course of training is established by the Company.

Once an employee has completed the training program, he will not be eligible to bid to another job for a period of one year, except to obtain a day shift job.

Item 5 - 2-2-3 Shift Schedule

The following is a summary of items from the original Seven Day Shift Schedule Committee Proposal (referred to as 2-2-3 shift proposal), Draft 8, that was agreed upon by the Company and the Union, and further agreed to include as an attachment in this Labor Agreement.

Hours of Work

The shift schedule will be referred to as a 2-2-3 schedule and will repeat every two weeks. Every twenty-eight days A/B will switch shifts and

C/D will switch shifts.

Normal shift hours will be from 7:00 a.m. until 7:00 p.m. and from 7:00 p.m. to 7:00 a.m. The normal work week will begin at 7:00 a.m. on Monday. No employee on a twelve hour shift shall be required to work continuously for more than nine (9) days without having twenty-four (24) hours off duty.

Overtime

Hours worked in excess of twenty-four (24) in a scheduled two-day work week are to be paid at time and one half, except Sunday, which is paid at double time.

Hours worked in excess of forty (40) in a scheduled five-day work week are to be paid at time and one half, except Sunday, which is paid at double time.

Hours worked in excess of twelve (12) in a single day will be paid at time and one half.

Shift Premium

A shift premium of \$0.183 per hour will be paid for each hour worked.

Holiday Pay

Christmas week is unscheduled and is defined as a shutdown. These seven (7) unscheduled days will be paid at eight hours pay.

If an employee's regular scheduled day falls on a holiday, he will be eligible for twelve (12) hours holiday pay. All other employees will be eligible for eight (8) hours holiday pay.

If the Company decides it is necessary to work on a holiday, those employees who volunteer and work will receive double time pay for all hours worked in addition to any holiday pay they may be eligible for under Article 23.02.

Other

Any scheduled work days missed due to funeral leave as specified in 21.01 will be paid at twelve hours per day, not to exceed three working days.

NOTES

- 66 -

- 67 -